

2-10-77
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4 BILL NO. S-77-01-15

5 SPECIAL ORDINANCE NO. S-19-77

6 AN ORDINANCE approving a contract
7 with Hipskind Asphalt Corporation
8 for Resolution No. 5740-1976.


9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated December 13,
12 1976, between the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works and Hipskind Asphalt Corporation, for:

14 Resloution No. 5740-1976: Glenwook Avenue:
15 from the east property line of North Anthony
Boulevard to the west pavement line of Leroy
Avenue.

16 for a total cost of \$46,786.00, all as more particularly set
17 forth in said contract which is on file in the Office of the
18 Board of Public Works and is by reference incorporated herein,
19 made a part hereof and is hereby in all things ratified, confirmed
20 and approved.

21 SECTION 2. This Ordinance shall be in full force
22 and effect from and after its passage and approval by the Mayor.

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26 
27 Councilman

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31 APPROVED AS TO FORM
AND LEGALITY,
32 
33 CITY ATTORNEY
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35

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-25-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 8-14-77 on the 25th day of Jan, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 11:00 o'clock a. M., E.S.T.

Rabab El-Amthong
MAYOR

Bill No. S-77-01-15

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
Approving a contract with Hipskind Asphalt Corporation for Resolution
No. 5740-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

CONCURRED IN

DATE 1-25-77 CHARLES W. WESTERMAN, CITY CLERK

Donal J. Schmidt
Vivian G. Schmidt
Paul M. Burns
Samuel J. Talarico

PROJECT WENWOOD AVE.DATE 11/17/76RES. NO. 5740MATERIAL ASP.

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	Hipskind Asphalt Corporation		Wayne Asphalt & Construction Co. Inc.		Roth-Riley Construction Co. Inc.		L.W. Daugherty Inc.		Brooks Construction	
STREETS—ALLEYS—SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
755	Sq. YD.	REMOVAL OF PAVEMENT	5.00	3,775.00	1.20	906.00	1.75	1,321.25	3.50	2,569.00	4.00	3,020.00	4.50	3,397.50
220	TON	HOT ASP. CONC. SURFACE	17.50	3,850.00	16.50	3,630.00	16.50	3,630.00	20.00	4,400.00	17.00	3,740.00	18.50	4,037.00
335	TON	" " " " BINDER	17.50	5,862.50	15.50	5,172.50	16.50	5,527.50	19.05	6,515.75	16.00	5,360.00	16.75	5,611.25
526	Sq. YD.	CEMENT CONCRETE PAVEMENT FOR PRIVATE DRIVE	20.00	10,520.00	16.00	8,416.00	18.00	9,468.00	17.10	8,994.60	16.00	8,416.00	21.50	11,309.00
188	TON	TOPSOIL	8.00	1,504.00	8.00	1,504.00	7.50	1,410.00	8.70	1,635.60	7.00	1,316.00	8.50	1,598.00
242	Sq. YD.	REMOVAL OF SIDEWALK	5.00	1,210.00	4.00	968.00	4.50	1,089.00	4.35	1,052.70	1.50	363.00	4.50	1,089.00
986	Sq. Ft.	CONC. SIDEWALK (CURBFACE 6")	1.60	1,577.60	2.25	2,218.50	1.50	1,479.00	2.25	2,218.50	1.50	1,479.00	1.85	1,824.10
600	Sq. Ft.	CONC. SIDEWALK (STANDARD 4")	1.50	900.00	1.50	900.00	1.50	900.00	1.25	750.00	1.35	810.00	1.65	990.00
594	Sq. Ft.	CONC. SIDEWALK (FRENCH LEGS) RAMP	1.60	950.40	2.00	1,188.00	1.50	891.00	2.25	1,336.50	1.65	980.10	2.55	1,514.70
2500	L/F	CURB & GUTTER COMBINED CONC. TYPE "II B"	7.50	18,750.00	7.50	18,750.00	7.50	18,750.00	6.55	16,375.00	8.00	20,000.00	8.00	20,000.00
833	Sq. YD.	MULCHED SEEDING	1.50	1,249.50	1.00	833.00	1.25	1,041.25	0.50	416.50	1.15	1,057.75	1.50	1,249.50
7	EACH	CASTINGS ADJ. TO CURBS (50#)	150.00	1,050.00	175.00	1,225.00	125.00	875.00	100.00	700.00	125.00	875.00	125.00	875.00
3	"	" " " " " (11/4)	150.00	450.00	150.00	450.00	100.00	300.00	100.00	300.00	125.00	375.00	125.00	375.00
5	"	WATER VALVES ADJ. TO CURBS	60.00	300.00	30.00	150.00	25.00	125.00	25.00	125.00	10.00	300.00	75.00	375.00
665	TON	JOINT AND CRACK SEALER	500.00	325.00	700.00	455.00	750.00	487.50	675.00	438.75	2000.00	1300.00	800.00	520.00
TOTAL				52,274.00	46,786.00		47,291.50		42,377.80		42,791.85		54,765.05	

CONTRACT

This Agreement, made and entered into this 13 day of December, 1976

by and between.

-HIPSKIND ASPHALT CORPORATION-

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove. Resolution No. 5740-76: Glenwood Avenue: from the east property line
of North Anthony Boulevard to the west pavement line of Leroy Avenue.

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5740-76 and at the following price per lineal foot:

At the following prices:

Removal of Pavement	One dollar and twenty cents per square yard	\$1.20
Hot Asphalt Concrete Surface (As per Job Design Mix Formula)	Sixteen dollars and fifty cents per ton	16.50
Hot Asphalt Concrete Binder (As per Job Design Mix Formula)	Fifteen dollars and fifty cents per ton	15.50
Cement Concrete Pavement for Private Drive (includes removal)	Sixteen dollars and no cents per square yard	16.00
Top Soil	Eight dollars and no cents per ton	8.00
Removal of Sidewalk	Four dollars and no cents per square yard	4.00
Concrete Sidewalk (Curbface 6")	Two dollars and twenty-five cents per square foot	2.25
Concrete Sidewalk (Standard 4")	One dollar and fifty cents per square foot	1.50
Concrete Sidewalk (Paraplegic Bicycle Ramp) (Includes Excavation)	Two dollars and no cents per square foot	2.00
Curb & Gutter, Combined Concrete Type "II-B" (Includes Removal)	Seven dollars and fifty cents per lineal foot	7.50
Mulched Seeding, Class U (includes Mulch & Fert.)	One dollar and no cents per square yard	1.00
Castings Adjusted to Grade (C.B.S.)	One Hundred seventy-five dollars and no cents per each	175.00
Castings Adjusted to Grade (M.H.'S.)	One Hundred fifty dollars and no cents per each	150.00
Water Valves Adjusted to Grade	Thirty dollars and no cents per each	30.00
Joint and Crack Sealer	Seven hundred dollars and no cents per ton	700.00

Removal of Sidewalk	Four dollars and no cents per square yard	4.00
Concrete Sidewalk (Curbface 6")	Two dollars and twenty-five cents per square foot	2.25
Concrete Sidewalk (Standard 4")	One dollar and fifty cents per square foot	1.50
Concrete Sidewalk (Paraplegic Bicycle Ramp) (Includes Excavation)	Two dollars and no cents per square foot	2.00
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Water Valves Adjusted to Grade	Thirty dollars and no cents per each	30.00
Joint and Crack Sealer	Seven hundred dollars and no cents per ton	700.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

successors and assigns.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their judgment with costs which may be obtained against said City, growing out of any such injury or damage. the execution of this contract or any neglect or fault of the said Contractor, its agents or employees, in property or persons because of any neglect or fault of the said Contractor, its agents or employees, in shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to and the period for which the same is to be maintained and kept in repair by the Contractor, the City and persons, what or whomsoever. That for and during the period of the making of such improvement, dangerous places, and will use all due and proper precautions to prevent injury to any property, person skill and care will be exercised, that said party will properly and fully guard all excavations and The Contractor further contracts and agrees that in the prosecution of said work all proper sense be considered an acceptance of any part of said work or material.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

19 _____, date

GUARANTY BOND

Know All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION----- Contractors

as principal, and _____

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

-----FORTY-SIX THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS AND NO CENTS-----

----- (\$46,786.00) -----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----HIPSKIND ASPHALT CORPORATION-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

_____ Pavement

on Res. #5740-76 Glenwood Avenue _____ Street from the east property line of North

Anthony Boulevard to the west pavement line of Leroy Avenue.-----

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipkind (SEAL)

ITS: Pres (SEAL)

Approved this _____ day of _____

Henry P. W. Whiting
Edw. J. Long
May 9, 1976
Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY
BY: *Terence J. Reed*
(Attorney-in-Fact)

LIABILITY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and --TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

FORTY-SIX THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS AND NO CENTS -----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 46,786.09)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 6 day of Dec 76

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David R. Hipskind (SEAL)

ITS: Pres. (SEAL)

(SEAL)

Approved this 13 day of December, 1976

Henry P. Whisenand
E. W. L. M. J.
May G. Moore
Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY
BY: Terence J. Wain
(Attorney-in-Fact)

COMPLETED IN STREET ENGINEERING DEPARTMENT

November 30, 1976

5407
TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Hipskind Asphalt - Res. 5740-1976

DEPARTMENT REQUESTING ORDINANCE _____

8-77-01-15
SYNOPSIS OF ORDINANCE Contract with Hipskind Asphalt Corporation in amount of

\$46,786.00 resurfacing, replacing wingwalks and improving curbs on Glenwood

Avenue from North Anthony to Leroy.

This was the low of five bids received.

(SEE TABULATION ATTACHED)

EFFECT OF PASSAGE Provide needed improvements on Glenwood Avenue

EFFECT OF NON-PASSAGE Failure to provide improvement awarded to low bidder

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to City from Revenue Sharing

\$46,786.00

ASSIGNED TO COMMITTEE

Moses - Public Works